

***First Valley Bank***  
**MCALLEN**

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

JUN 23 1 12 PM '99

June 11, 1998

RECORDATION NO. 20600 - A  
FILED

JUN 25 '98

1-12PM

Mr. Vernon Williams  
Secretary  
Surface Transportation Board  
1925 K Street NW, Suite 700  
Washington, DC 20423

Re: Security Agreement of Texas Railcar Leasing, Inc.  
Recordation No. 20600

Dear Mr. Williams:

First Valley Bank hereby executes a release of its security interest in the property described below. The security interest was attached and perfected by virtue of the recorded instrument referenced above (a photocopy of which is enclosed), to which this is a secondary document.

Please release the following:

The document described is a Security Agreement, being a primary document, dated February 10, 1997. A description of the collateral covered by the document is as follows:

1. ~~Two (2) 3,000 CF 100 ton pressure differential railcars, serial numbers~~ TRLX80247 and TRLX80248; and
2. Debtor's rights, title, and interest in Rider No. 96/0010 dated as of December 23, 1996 to Master Lease Agreement No. 92/0004 by and between Texas Railcar Leasing Company, Inc. and Jansen Rail Car, Inc.

For index purposes, this correspondence is described as follows:

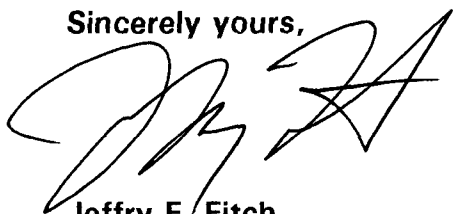
Release of Security Interest in: A Security Agreement between Texas Railcar Leasing Company, Inc., P. O. Box 1330, McAllen, Texas 78502-2708 and First Valley Bank, McAllen, Texas, dated February 6, 1997, covering two (2) 3,000 CF 100 ton pressure differential railcars and Debtor's rights, title, and interest in Rider No. 96/0010 dated as of December 23, 1996 to Master Lease Agreement No. 92/0004 by and between Texas Railcar Leasing Company, Inc. and Jansen Rail Car, Inc.

Mr. Vernon Williams  
Secretary  
Surface Transportation Board  
June 11, 1998  
Page 2 of 2

Our Cashier's Check for the \$26.00 filing fee is enclosed. Please forward the recorded original to:

Jeffry F. Fitch  
Executive Vice President  
First Valley Bank  
P. O. Box 2708  
McAllen, Texas 78502-2708

Sincerely yours,



Jeffry F. Fitch  
Executive Vice President

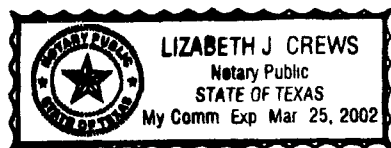
JFF/bc

Enclosure

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 15th day of June, 1998, by Jeffry F. Fitch, Executive Vice President of First Valley Bank, McAllen, Texas, on behalf of said corporation.

  
Notary Public, State of Texas



SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

DATE:

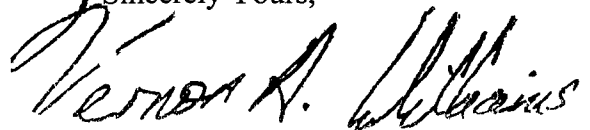
Jeffry F. Fitch  
First Valley Bank  
P. O. Box 2708  
McAllen, Texas 78502-2708  
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3(c), on 6/25/98 at 1:12pm, and

assigned recordation number(s)., 20600-A.

Sincerely Yours,



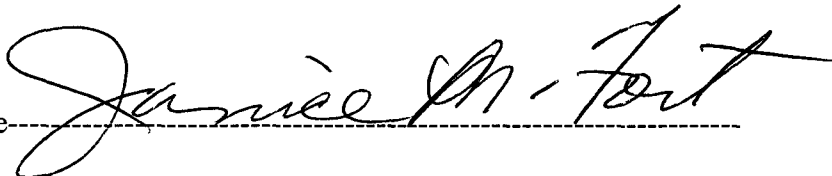
Vernon A. Williams

Enclosure(s)

26.00

\$-----The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



TEXAS RAILCAR LEASING COMPANY, INC.

PO BOX 1330

ATLANTA TX

78502-1330

DEBTOR'S NAME, ADDRESS AND SSN OR TIN  
("I" means each Debtor who signs.)

FIRST VALLEY BANK-MCALLEN  
120 W NOLANA  
MCALLEN TEXAS 78502

SECURED PARTY'S NAME AND ADDRESS  
("You" means the Secured Party, its successors and assigns.)

entering into this security agreement with you on February 10, 1997

**DEBTS.** I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) ☐ I ☒ (name) TEXAS RAILCAR LEASING COMPANY, INC.

check one below):

☐ **Specific Debt(s).** The debt(s), liability or obligations evidenced by (describe): \_\_\_\_\_ and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

☒ **All Debt(s).** Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

**Interest.** To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and from the property.

**Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

**Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.

**Farm Products:** All farm products including, but not limited to:  
(a) all poultry and livestock and their young, along with their products, produce and replacements;  
(b) all crops, annual or perennial, and all products of the crops; and  
(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

**Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now and that I may have in the future to the payment of money including, but not limited to:  
(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and  
(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.  
The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

**General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.

**Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).

The secured property includes, but is not limited by, the following: SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

RECORDATION NO. 20600 FILED - A

JUN 25 '98 1:12PM

a(n) ☐ individual ☐ partnership ☒ corporation

checked, file this agreement in the real estate records.

Owner (if not me): \_\_\_\_\_

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I have received a copy of this document on today's date.

TEXAS RAILCAR LEASING COMPANY, INC.

(Debtor's Name)

By:

HENRY NOVELL

Title: PRESIDENT

By:

Title:

FIRST VALLEY BANK-MCALLEN

(Secured Party's Name)

JEFFRY F. FITCH

EXECUTIVE VICE PRESIDENT

## **SCHEDULE "A"**

- 1. Two (2) 3,000 CF 100 ton pressure differential railcars, serial numbers TRLX80247 and TRLX80248; and**
- 2. Debtor's rights, title, and interest in Rider No. 96/0010 dated as of December 23, 1996 to Master Lease Agreement No. 92/0004 by and between Texas Railcar Leasing Company, Inc. and Jansen Rail Car, Inc.**

**TEXAS RAILCAR LEASING COMPANY, INC.**

By: Henry Novell  
**Henry Novell, President**

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